# LEASE INFORMATION STATEMENT

State of South Dakota

SDCL-6-8B-19

Return to: State of South Dakota
Secretary of State
500 E. Capitol
Pierre, SD 57501-5077

FILING FEE: $1.00

TELEPHONE: #(605) 773-3537

Every public body, authority, or agency issuing any general obligation, revenue, improvements, industrial revenue, special assessment, or other leases of any type shall file with the Secretary of State a lease information statement concerning each issue of leases.

1. Name of Issuer: State of South Dakota, on behalf of its Bureau of Administration

2. Designation of issue: Governmental Lease-Purchase Master Agreement

3. Date of issue: May 27, 2005

4. Purpose of issue: (81) New vehicles per Schedule 1

5. Type of lease: Tax-exempt

6. Principal amount and denomination of lease: $1,440,855.00

7. Paying dates of principal and interest: See attached schedule

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# GOVERNMENTAL LEASE – PURCHASE
# MASTER AGREEMENT

**Name and Address of Lessee:**

State of South Dakota
500 East Capitol Avenue
Pierre, South Dakota 57501

**Lessor:**

**Wells Fargo Brokerage Services, LLC**
**Public Finance Division**
MAC: N9303-095
**Northstar East Building, 9th Floor**
**608 Second Avenue South**
**Minneapolis, MN 55479**

1. LEASE. Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, the personal property described in a Supplement or Supplements to this Master Lease from time to time signed by Lessor and Lessee upon the terms and conditions set forth in the related Supplement (such property together with all replacements, repairs and additions incorporated therein or affixed thereto being referred to herein as "Equipment" ). The lease of the items described in a particular Supplement shall be considered a separate lease pursuant to the terms of the Master Lease and the Supplement the same as if a single lease agreement containing such terms had been executed covering such items. The execution by Lessee of each Supplement shall evidence a determination by the Lessee that the Equipment covered thereby is essential to its proper, efficient and economic operation and desires to enter into that Supplement for the acquisition of that Equipment under the terms hereof, that the Equipment is necessary for the governmental functions of Lessee, and that Lessor is neither the manufacturer nor a dealer or merchant of said Equipment, but has agreed to provide the funding for and on behalf of Lessee for the acquisition of said Equipment under the terms hereof at the specific request of Lessee.

2. DELIVERY AND ACCEPTANCE. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate (herein so called) in the form to be provided by Lessor.

3. TERM. The term of this Lease with respect to each item of Equipment shall begin on the date it is accepted by Lessee and shall continue from the rent commencement date shown in the related Supplement unless earlier terminated as provided herein. The rent commencement date is the Acceptance Date as recorded on the Acceptance Certificate.

4. RENT. Lessee shall pay as basic rent for the full term of this Lease the amount shown in the related Supplement as Total Rent, and a portion of each rent payment is paid as, and represents the payment of interest, and Exhibit "A" attached to the related Supplement sets forth the interest component of each rent payment during the term. The Total Rent shall be payable in installments each in the amount of the basic rental payment set forth in the related Supplement plus any applicable sales and use tax thereon. Lessee shall pay rent in installments as shown in the Related Supplement. Except as specifically provided in Section 5 hereof, the rental payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counter claim or recoupment for any reason whatsoever.

Lessee reasonably believes that funds can be obtained sufficient to make all rent payments during the term of the Lease and hereby covenants that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which the rent payments may be made. The chief executive officer of the unit shall request the required appropriation from the governing board and exhaust all available administrative reviews and appeals in the event such portion of the budget is not approved.

5. NON-APPROPRIATION OF FUNDS. If Lessee periodically requests from its legislative body or funding authority funds to be paid to Lessor under this Lease and, notwithstanding the making in good faith of such request in accordance with appropriate

procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not approve funds to be paid to Lessor for the Equipment, Lessee may, upon prior written notice to Lessor effective 60 days after the giving of such notice or upon the exhaustion of the funding authorized for the then current appropriation period, whichever is later, return the Equipment to Lessor at Lessee's expense and thereupon be released of its obligation to make all rental payments to Lessor due thereafter, provided: (i) the Equipment is returned to Lessor freight prepaid and insured to any location in the continental United States designated by Lessor in the same condition as when first delivered to Lessee, reasonable wear and tear resulting solely from authorized use thereof excepted, (ii) the foregoing notice states the failure of the legislative body or funding authority to appropriate the necessary funds as reason for cancellation, and (iii) the notice is accompanied by payment of all amounts then due to Lessor under this Lease. In the event Lessee returns the Equipment pursuant to the terms of this Section 5, Lessor shall retain all sums paid hereunder by Lessee, including any security deposit paid hereunder. To the extent permitted by law, if the provisions of this Section 5 are utilized by Lessee, Lessee agrees not to purchase, lease or rent equipment performing functions similar to those performed through the use of the Equipment, or to obtain from any source the services or information which the Equipment was to perform or provide, for the balance of the appropriation period following Lessee's exercise of its termination right hereunder. This Section 5 will not be construed so as to permit Lessee to terminate this Lease in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the same application for which the equipment is intended.

6. REPRESENTATIONS AND WARRANTIES OF LESSEE. Lessee represents and warrants and, so long as this Lease is in effect or any part of Lessee's obligations to Lessor remain unfulfilled, shall continue to warrant at all times, that:

(a) Lessee is a State, a Territory or a possession of the United States, the District of Columbia, or a political subdivision of any of the foregoing within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, and Treasury Regulations and Rulings related thereto. If Lessee is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect.

(b) Lessee has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto) to execute and deliver this Lease and each Supplement and to carry out its obligations hereunder.

(c) All requirements have been met, and procedures have occurred in order to insure the enforceability of this Lease, and Lessee has complied with such public bidding requirements, if any, as may be applicable to the transactions contemplated by this Lease.

(d) The Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than Lessee.

(e) Lessee has funds available to pay rent until the end of its current appropriation period, and it will request funds to make payments in each appropriation period, from now until the end of the term of this Lease.

(f) This Lease constitutes a valid, legal and binding obligation of Lessee enforceable against Lessee in accordance with the respective terms hereof.

(g) This Lease is not an arbitrage bond for purposes of Section 148 of the Internal Revenue Code of 1986, as amended, and Lessor and its assigns are entitled to treat the interest portion of the payments to be made hereunder as exempt from federal income taxes under Section 103 (a) of the Internal Revenue Code of 1986, as amended.

(h) Lessee shall maintain records relating to the Lessor and its assigns sufficient to comply with the registration requirements of Section 149(a) of the Internal Revenue Code of 1986, as amended.

(i) Lessee reasonably anticipate that it will issue tax exempt obligations (not including "private activity bonds" as defined in Section 141 of the Internal Revenue Code of 1986, as amended) in an aggregate amount in excess of $10 million during the calendar year in which this Lease term commences, and this Lease is notdesignated as a qualified tax exempt obligation for purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986 relating to deductibility of interest by financial institutions.

(j) This Lease is not and shall not become a "private activity bond" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended.

(k) Lessee shall comply with all provisions of the Internal Revenue Code of 1986 which are necessary to preserve the tax exempt status of the interest component of the payments made and to be made under this Lease, including, without limitation, the investment and rebate provisions of Section 148, the prohibition against federal guaranties under Section 149 (b) and the information reporting requirements of Section 149 (e).

7. WARRANTIES. Lessee agrees that it has selected each item of Equipment based upon its own judgment and disclaims any reliance upon any statements or representations made by Lessor. LESSOR MAKES NO WARRANTY WITH RESPECT TO THE EQUIPMENT, EXPRESSED OR IMPLIED, AND LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE EQUIPMENT. Lessee agrees to make rental and other payments required hereunder without regard to the condition of the Equipment and to look only to persons other than Lessor such as the manufacturer, vendor or carrier thereof should any item of Equipment for any reason be defective. So long as no Event of Default has occurred and is continuing, Lessor agrees, to the extent they are assignable, to assign to Lessee, without any recourse to Lessor, any warranty received by Lessor.

8. TITLE. During the term of this Lease, title to the Equipment shall be in the name of the Lessor. Throughout the term Lessee, at its expense, shall protect and defend the title and keep it free of all claims and liens other than the rights of Lessee hereunder and claims and liens created by or arising through Lessor. The Equipment shall remain personal property regardless of its attachment to realty, and Lessee agrees to take such action at its expense as may be necessary to prevent any third party from acquiring any interest in the Equipment as a result of its attachment to realty.

9. SECURITY AGREEMENT; FURTHER ASSURANCES. To secure the performance of all Lessee's obligations hereunder, Lessee hereby grants to Lessor a security interest constituting a first lien on the Equipment and on all additions, attachments, repairs, replacements and modifications thereto or therefor, including all after-acquired Equipment of Lessee, and on any proceeds therefrom. Lessee agrees to execute or deliver such additional documents, including, without limitation, financing statements, opinions of counsel, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment or for the confirmation or perfection of this Lease and Lessor's rights hereunder. Lessor is hereby authorized to file financing statements signed only by Lessor in accordance with the Uniform Commercial Code or signed by Lessor as Lessee's attorney in fact.

10. LAWS AND TAXES. Lessee shall comply with all laws and regulations relating to the Equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all license and registration fees now or hereafter imposed by any governmental body or agency upon the Equipment or its use or the rentals hereunder excluding, however, any taxes on or measured by Lessor's net income. Upon request by Lessor, Lessee shall prepare and file all tax returns relating to taxes for which Lessee is responsible hereunder which Lessee is permitted to file under the laws of the applicable taxing jurisdiction.

11. Deleted

12. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not sell, assign, sublet, pledge, or otherwise encumber or permit a lien arising through Lessee to exist on or against any interest in this Lease or the Equipment or remove the Equipment from its location referred to above. Lessor may assign its interest in this Lease and sell or grant a security interest in all or any part of the equipment without Lessee's consent. Lessee agrees not to assert against any assignee of Lessor any claim or defense Lessee may have against Lessor.

13. INSPECTION. Lessor may inspect the Equipment at any time and from time to time during regular business hours.

14. REPAIRS. Lessee will use the Equipment with due care and for the purpose for which it is intended. Lessee will maintain the Equipment in good repair, condition and working order and will furnish all parts and services required therefore, all at its expense. All such parts when furnished shall immediately become the property of Lessor and part of the Equipment for all purposes hereof.

15. LOSS OR DAMAGE. In the event any item of Equipment shall become lost, stolen, destroyed, damaged beyond repair or rendered permanently unfit for use for any reason, or in the event of condemnation or seizure of any item of Equipment, Lessee shall promptly pay Lessor (a) the amount of all rent and other amounts payable by Lessee hereunder with respect to such item due but unpaid at the date of such payment plus (b) the amount stated in the Supplement or an exhibit thereto as the Termination Balance included in Exhibit "A", plus (c) an amount equal to the applicable final purchase option price set forth in the Supplement or any exhibit thereto. Upon payment of such amount to Lessor, such item shall become the property of Lessee, Lessor will transfer to Lessee, without recourse or warranty, all of Lessor's right, title and interest therein, the rent with respect to such item shall terminate, and the basic rental payments on the remaining items shall be reduced accordingly. Lessee shall pay any sales and use taxes due on such transfer. Any insurance or condemnation proceeds received shall be credited to Lessee's obligation under this paragraph and Lessee shall be entitled to any surplus.

16. INSURANCE. Lessee shall obtain and maintain on or with respect to the Equipment at its own expense (a) liability insurance against liability for bodily injury and property damage with a minimum limit of $500,000 combined single limit and (b) physical damage insurance insuring against loss or damage to the Equipment in an amount not less than the full replacement value of the Equipment or the amount stated in the Supplement or an exhibit thereto as the Termination Balance. Lessee shall furnish Lessor with certificate of insurance evidencing the issuance of a policy or policies to Lessee in at least the minimum amounts required herein, naming Lessor as an additional insured thereunder for the liability coverage and as loss payee for the property damage coverage. Each such policy shall be in such form and with such insurers as may be satisfactory to Lessor, and shall contain a clause requiring the insurer to give to Lessor at least 10 days prior written notice of any alteration in the terms of such policy or the cancellation thereof, and a clause specifying that no action or misrepresentation by Lessee shall invalidate such policy. Lessor shall be under no duty to ascertain the existence of or to examine any such policy or to advise Lessee in the event any such policy shall not comply with the requirement thereof. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect.

17. RETURN OF THE EQUIPMENT. Upon the expiration or earlier termination of this Lease, unless all payments are made as described in the Supplement, the Lessee will immediately deliver the Equipment to Lessor in the same condition as when delivered to Lessee, ordinary wear and tear excepted, at such location within the continental United States as Lessor shall designate. Lessee shall pay all transportation and other expenses relating to such delivery.

18. ADDITIONAL ACTION. Lessee will promptly execute and deliver to Lessor such further documents and take such further action as Lessor may request in order to more effectively carry out the intent and purpose of this Lease, including the execution and delivery of appropriate financing statements to fully protect Lessor's interest hereunder in accordance with the Uniform Commercial Code or other applicable law. Lessee will furnish, from time to time on request, a copy of Lessee's latest annual balance sheet and income statement.

19. LATE CHARGES. If any installment of basic rent is not paid when due or within 5 days thereafter, Lessor may impose a late charge of up to 5% of the amount of the installment but in any event not more than permitted by applicable law. Payments thereafter received shall be applied first to delinquent installments and then to current installments.

20. DEFAULT. Each of the following events shall constitute an "Event of Default" hereunder: (a) Lessee shall fail to pay when due any installment on basic rent; (b) Lessee shall fail to observe or perform any other agreement to be observed or performed by Lessee hereunder and the continuance thereof for 10 calendar days following written notice thereof by Lessor to Lessee; (c) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false or misleading in any material respect; or (d) Lessee shall voluntarily file, or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment of debt, or similar relief under the federal or state Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver, or liquidator shall be appointed of it or all of a substantial part of its assets.

21. REMEDIES. Lessor and Lessee agree that Lessor's damages suffered by reason of an Event of Default are uncertain and not capable of exact measurement at the time this Lease is executed because the value of the Equipment at the expiration of this Lease is uncertain, and therefore they agree that for purposes of this Section 21 "Lessor's Loss" as of any date shall be the sum of the following: (1) the amount of all rent and other amounts payable by Lessee hereunder due but unpaid as of such date, plus (2) the amount stated in the Supplement or an exhibit thereto as the Termination Balance, plus (3) an amount equal to the applicable purchase price set forth in the Supplement.

Upon the occurrence of an Event of Default and at any time thereafter, Lessor may exercise any one or more of the remedies listed below as Lessor in its sole discretion may lawfully elect; provided, however, that upon the occurrence of an Event of Default specified in Section 20 (d), an amount equal to Lessor's Loss as of the date of such occurrence shall automatically be and become immediately due and payable without notice or demand of any kind.

A. Lessor may, by written notice to Lessee, terminate this Lease and declare an amount equal to Lessor's Loss as of the date of such notice to be immediately due and payable, and the same shall thereupon be and become immediately due and payable without further notice or demand, and all rights of Lessee to use the Equipment shall terminate but Lessee shall be and remain liable as provided in this Section 21. Lessee shall at its expense promptly deliver the Equipment to Lessor at a location or locations within the continental United States designated by Lessor. Lessor may also enter upon the premises where the Equipment is located and take immediate possession of and remove the same with or without instituting legal proceedings.

B. Lessor may proceed by appropriate court action to enforce performance by Lessee of the applicable covenants of this Lease or to recover, for breach of this Lease, Lessor's Loss as of the date Lessor's Loss is declared due and payable hereunder; provided, however, that upon recovery of Lessor's Loss from Lessee in any such action without having to repossess and dispose of the Equipment, Lessor shall transfer the Equipment to Lessee at its then location upon payment of any additional amount due under clause (C, D, E) below.

C. In the event Lessor repossesses the Equipment, Lessor shall either retain the Equipment in full satisfaction of Lessee's obligation hereunder or sell or lease each item of Equipment in such a manner and upon such terms as Lessor may in its sole discretion determine. The proceeds of such sale or lease shall be applied to reimburse Lessor for Lessor's Loss and any additional amount due under clause (D, E) below. Lessee shall be entitled to any surplus and Lessee shall remain liable for any deficiency. For purposes of this subparagraph, the proceeds of any lease of all or any part of the Equipment by Lessor shall be the amount reasonably assigned by Lessor as the cost of such Equipment in determining the rent under such Lease.

D. Lessor may recover interest on the unpaid balance of Lessor's Loss from date it becomes payable until fully paid at a rate of 8% per annum.

E. Lessor may exercise any other right or remedy available to it by law or by agreement, and may in any event recover legal fees and other expenses incurred by reason of an Event of Default or to the exercise of any remedy hereunder, including expenses of repossession, repair, storage, transportation, and disposition of the Equipment.

No remedy given in this section is intended to be exclusive, and each shall be cumulative but only to the extent necessary to permit Lessor to recover amounts for which Lessee is liable hereunder. No express or implied waiver by Lessor of any Event of Default shall constitute a waiver of any other Event of Default.

22. NOTICES. Any written notice hereunder to Lessee shall be deemed to have been given when delivered personally or deposited in the United States mails, postage prepaid, addressed to Lessee at its address set forth above or at such other address as may be last known to Lessor.

23. NET LEASE AND UNCONDITIONAL OBLIGATION. This Lease is a completely net lease and Lessee's obligation to pay the rent and amounts payable by Lessee under Sections 15 and 21 is unconditional and not subject to any abatement, reduction, setoff or defense of any kind except as expressly provided herein.

24. PREPAYMENT. This lease and any related Supplement may be prepaid in whole, but not in part, and on a regular payment date with forty-five (45) days written notice to Lessor, upon payment of the payment then due, plus the amount set forth as Termination Value on the Exhibit A attached to said Supplement.

25. NON-CANCELLABLE LEASE. This Lease cannot be canceled or terminated except as expressly provided herein.

26. SURVIVAL OF INDEMNITIES. Lessee's obligations under Section 10 shall survive termination of this Lease.

27. MISCELLANEOUS. Any provision of this Lease which is unenforceable in any jurisdiction shall, as to jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this lease, and any such unenforceability in any

jurisdiction shall not render unenforceable such provision in any other jurisdiction. This Lease shall in all respects be governed by, and construed in accordance with, the substantive laws of the state in which the Lessee is located.

Dated: October 2, 2003

Lessee: **State of South Dakota; Pierre, South Dakota**

By: _____

Its: Budget Director

Lessor: **Wells Fargo Brokerage Services, LLC**

By: _____

Its: Senior Vice President

Countersigned:

By: _____

Resident Attorney

Wells Fargo Brokerage Services, LLC
608 Second Avenue South
Northstar East Building, 10th Floor
Minneapolis, MN 55479

# SUPPLEMENT TO MASTER LEASE

Name and address of Lessee:

State of South Dakota on behalf of its Bureau of Administration
500 East Capitol Avenue
Pierre, South Dakota 57501

Supplement # 0510-026

This is a Supplement to the Governmental Lease-Purchase Master Agreement dated October 2, 2003, between Lessor and Lessee (the "Master Lease"). Upon the execution and delivery by Lessor and Lessee of this Supplement, Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, the Property described below upon the terms and conditions of this Supplement and the Master Lease.

PROPERTY DESCRIPTION

| Quantity | Serial Number | |
|---|---|---|
| | | (81) New vehicles per Schedule 1 |

Location of Property (if different from Lessee's address)

**SCHEDULE OF RENT PAYMENTS**

| Basic Rental Payments | Number Of Payments | Advance Payments |
|---|---|---|
| $97,978.67 | 16 | -0- |

Rent commencement date
May 27, 2005

| Interest Rate | First Payment Due | Final Purchase Option Price |
|---|---|---|
| 4.04% | August 27, 2005 | $1.00 |

Term in months from rent commencement

48 months

Rental payment period (check one)

- ☐ Monthly
- ☒ Quarterly
- ☐ Semi-annually
- ☐ Annually
- ☐ Other - see additional provisions

FINANCE AMOUNT: $1,440,855.00

TOTAL RENT: $1,567,658.72

Additional Provisions:

LESSOR: Wells Fargo Brokerage Services, LLC

By _____

Its Senior Vice President

Date May 27, 2005

LESSEE: State of South Dakota on behalf of its Bureau of Administration
Pierre, South Dakota

By _____

Its Commissioner BOA

Date May 27, 2005

| Costs Funded | Payment Rate | 16 Payments | Level Payment | Lease Factor | Average Life |
|---|---|---|---|---|---|
| $1,440,855.00 | 4.040% | 4 per year | $97,978.67 | .06800 | 2.18 years |
| | Closing Fees | | | | 26.2 months |
| | $0.00 | Commencement: May 27, 2005 | | | |
| | | Closing Date: May 27, 2005 | | | |

| Pmt | Total Payment Due | Interest Payment Due | Principal Payment Due | After Payment Principal Balance | After Payment Termination Value | Payment Due Date |
|---|---|---|---|---|---|---|
| | $0.00 | | $0.00 | $1,440,855.00 | | May 27, 2005 |
| 1 | $97,978.67 | $14,552.64 | $83,426.04 | $1,357,428.96 | $1,357,428.96 | Aug 27, 2005 |
| 2 | $97,978.67 | $13,710.03 | $84,268.64 | $1,273,160.32 | $1,273,160.33 | Nov 27, 2005 |
| 3 | $97,978.67 | $12,858.92 | $85,119.75 | $1,188,040.57 | $1,188,040.57 | Feb 27, 2006 |
| 4 | $97,978.67 | $11,999.21 | $85,979.46 | $1,102,061.11 | $1,102,061.11 | May 27, 2006 |
| 5 | $97,978.67 | $11,130.82 | $86,847.85 | $1,015,213.25 | $1,015,213.26 | Aug 27, 2006 |
| 6 | $97,978.67 | $10,253.65 | $87,725.02 | $927,488.24 | $927,488.24 | Nov 27, 2006 |
| 7 | $97,978.67 | $9,367.63 | $88,611.04 | $838,877.20 | $838,877.20 | Feb 27, 2007 |
| 8 | $97,978.67 | $8,472.66 | $89,506.01 | $749,371.18 | $749,371.18 | May 27, 2007 |
| 9 | $97,978.67 | $7,568.65 | $90,410.02 | $658,961.16 | $658,961.16 | Aug 27, 2007 |
| 10 | $97,978.67 | $6,655.51 | $91,323.16 | $567,638.00 | $567,638.00 | Nov 27, 2007 |
| 11 | $97,978.67 | $5,733.14 | $92,245.53 | $475,392.47 | $475,392.47 | Feb 27, 2008 |
| 12 | $97,978.67 | $4,801.46 | $93,177.21 | $382,215.26 | $382,215.26 | May 27, 2008 |
| 13 | $97,978.67 | $3,860.37 | $94,118.30 | $288,096.96 | $288,096.96 | Aug 27, 2008 |
| 14 | $97,978.67 | $2,909.78 | $95,068.89 | $193,028.07 | $193,028.07 | Nov 27, 2008 |
| 15 | $97,978.67 | $1,949.58 | $96,029.09 | $96,998.98 | $96,998.98 | Feb 27, 2009 |
| 16 | $97,978.67 | $979.69 | $96,998.98 | $0.00 | $1.00 | May 27, 2009 |

By: Paul Kenisan

Its: Commissioner BOA

Dated as of 5-26-05

# SCHEDULE 1

## (81) New vehicles per Schedule 1
## Lease No. 0510-026
## Page One of Seven

***Debtor:***

State of South Dakota on behalf of its
Bureau of Administration
500 East Capitol Avenue
Pierre, South Dakota 57501

***Secured Party:***

Wells Fargo Brokerage Services, LLC
Public Finance Division
MAC: N9303-105
Northstar East Building, 10th Floor
608 Second Avenue South
Minneapolis, MN 55479

Fed I.D. 46-6000364

| Vehicle Description | VIN |
|---|---|
| 2005 CHEVY MALIBU | 1G1ZS52875F193987 |
| 2005 CHEVY MALIBU | 1G1ZS528X5F194986 |
| 2005 CHEVY MALIBU | 1G1ZS52855F195009 |
| 2005 CHEVY MALIBU | 1G1ZS52835F194621 |
| 2005 CHEVY MALIBU | 1G1ZS52805F194236 |
| 2005 CHEVY MALIBU | 1G1ZS52835F194294 |
| 2005 CHEVY MALIBU | 1G1ZS52885F194498 |
| 2005 CHEVY MALIBU | 1G1ZS52805F194141 |
| 2005 CHEVY MALIBU | 1G1ZS52825F194125 |
| 2005 CHEVY MALIBU | 1G1ZS52875F194220 |
| 2005 CHEVY MALIBU | 1G1ZS52815F196898 |
| 2005 CHEVY MALIBU | 1G1ZS52805F195158 |
| 2005 CHEVY MALIBU | 1G1ZS52825F195193 |
| 2005 CHEVY MALIBU | 1G1ZS52845F197138 |

| | |
|---|---|
| 2005 CHEVY MALIBU | 1G1ZS52865F194614 |
| 2005 CHEVY MALIBU | 1G1ZS52855F194104 |
| 2005 CHEVY MALIBU | 1G1ZS52865F194371 |
| 2005 CHEVY MALIBU | 1G1ZS528X5F194955 |
| 2005 CHEVY MALIBU | 1G1ZS52895F194526 |
| 2005 CHEVY MALIBU | 1G1ZS52885F194601 |
| 2005 CHEVY MALIBU | 1G1ZS52855F194362 |
| 2005 CHEVY MALIBU | 1G1ZS52845F194286 |
| 2005 CHEVY MALIBU | 1G1ZS52855F195074 |
| 2005 CHEVY MALIBU | 1G1ZS52815F195069 |
| 2005 CHEVY MALIBU | 1G1ZS52825F195372 |
| 2005 CHEVY MALIBU | 1G1ZS52885F196929 |
| 2005 CHEVY MALIBU | 1G1ZS52845F195681 |
| 2005 CHEVY MALIBU | 1G1ZS528X5F195149 |
| 2005 CHEVY MALIBU | 1G1ZS52815F197212 |
| 2005 CHEVY MALIBU | 1G1ZS52855F197794 |
| 2005 CHEVY MALIBU | 1G1ZS52815F197789 |
| 2005 CHEVY MALIBU | 1G1ZS52845F197236 |
| 2005 CHEVY MALIBU | 1G1ZS52825F198191 |
| 2005 CHEVY MALIBU | 1G1ZS52895F198222 |
| 2005 CHEVY MALIBU | 1G1ZS52805F198075 |
| 2005 CHEVY MALIBU | 1G1ZS52865F197027 |
| 2005 CHEVY MALIBU | 1G1ZS52845F197172 |
| 2005 CHEVY MALIBU | 1G1ZS52805F197122 |
| 2005 CHEVY MALIBU | 1G1ZS52815F197596 |
| 2005 CHEVY MALIBU | 1G1ZS52865F197982 |
| 2005 CHEVY MALIBU | 1G1ZS52835F196403 |

| | |
|---|---|
| 2005 CHEVY MALIBU | 1G1ZS52805F195998 |
| 2005 CHEVY MALIBU | 1G1ZS52885F197319 |
| 2005 CHEVY MALIBU | 1G1ZS52805F197427 |
| 2005 CHEVY MALIBU | 1G1ZS52835F197843 |
| 2005 CHEVY MALIBU | 1G1ZS52815F197050 |
| 2005 CHEVY MALIBU | 1G1ZS528X5F196527 |
| 2005 CHEVY IMPALA | 2G1WF52E459216860 |
| 2005 CHEVY IMPALA | 2G1WF52EX59216958 |
| 2005 CHEVY IMPALA | 2G1WF52E459215384 |
| 2005 CHEVY IMPALA | 2G1WF52E859215064 |
| 2005 CHEVY IMPALA | 2G1WF52E459215997 |
| 2005 CHEVY IMPALA | 2G1WF52E859217865 |
| 2005 CHEVY IMPALA | 2G1WF52E059217035 |
| 2005 CHEVY IMPALA | 2G1WF52E059214880 |
| 2005 CHEVY IMPALA | 2G1WF52E659215466 |
| 2005 CHEVY IMPALA | 2G1WF52E759215086 |
| 2005 CHEVY IMPALA | 2G1WF52E559215815 |
| 2005 CHEVY IMPALA | 2G1WF52E159219814 |
| 2005 CHEVY IMPALA | 2G1WF52E959218233 |
| 2005 CHEVY IMPALA | 2G1WF52E159216346 |
| 2005 CHEVY IMPALA | 2G1WF52E859221401 |
| 2005 CHEVY IMPALA | 2G1WF52E959220631 |
| 2005 CHEVY IMPALA | 2G1WF52E059218234 |
| 2005 CHEVY IMPALA | 2G1WF52E959219687 |
| 2005 CHEVY IMPALA | 2G1WF52E559216625 |
| 2005 CHEVY IMPALA | 2G1WF52E059221022 |
| 2005 CHEVY IMPALA | 2G1WF52EX59216734 |

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| 2005 CHEVY IMPALA | 2G1WF52E959219883 |
| 2005 CHEVY IMPALA | 2G1WF52E459215434 |
| 2005 CHEVY IMPALA | 2G1WF52E359217790 |
| 2005 CHEVY IMPALA | 2G1WF52E159217416 |
| 2005 CHEVY IMPALA | 2G1WF52E659218741 |
| 2005 CHEVY IMPALA | 2G1WF52E459218527 |
| 2005 CHEVY IMPALA | 2G1WF52E459219855 |
| 2005 CHEVY IMPALA | 2G1WF52E959220564 |
| 2005 CHEVY IMPALA | 2G1WF52E959219494 |
| 2005 CHEVY IMPALA | 2G1WF52E359220477 |
| 2005 CHEVY IMPALA | 2G1WF52E359220396 |
| 2005 CHEVY IMPALA | 2G1WF52E359221144 |
| 2005 CHEVY IMPALA | 2G1WF52E859220183 |
| 2005 CHEVY IMPALA | 2G1WF52E459219595 |
| 2005 CHEVY IMPALA | 2G1WF52E959221455 |
| 2005 CHEVY IMPALA | 2G1WF52E759220871 |
| 2005 CHEVY IMPALA | 2G1WF52E259220809 |
| 2005 CHEVY IMPALA | 2G1WF52E759217663 |
| 2005 CHEVY IMPALA | 2G1WF52EX59218774 |
| 2005 DODGE CARAVAN | 1D4GP25R75B290216 |
| 2005 DODGE CARAVAN | 1D4GP25R95B290217 |
| 2005 DODGE CARAVAN | 1D4GP25R55B290215 |
| 2005 DODGE CARAVAN | 1D4GP25RX5B290212 |
| 2005 DODGE CARAVAN | 1D4GP25R25B290219 |
| 2005 DODGE CARAVAN | 1D4GP25R15B290213 |
| 2005 DODGE CARAVAN | 1D4GP25R95B290220 |
| 2005 DODGE CARAVAN | 1D4GP25R85B290211 |

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| 2005 DODGE CARAVAN | 1D4GP25R65B290210 |
| 2005 DODGE CARAVAN | 1D4GP25R35B290214 |
| 2005 DODGE CARAVAN | 1D4GP25R05B290218 |
| 2005 CHEVY COLORADO 4X4 | 1GCDT196958188046 |
| 2005 CHEVY COLORADO 4X4 | 1GCDT196958183901 |
| 2005 FORD CROWN VIC | 2FAFP71W75X116778 |
| 2005 DODGE D150 4X4 | 1D7HU18D35S205267 |
| 2005 DODGE D150 4X4 | 1D7HU18D15S205266 |
| 2005 BUICK LESABRE | 1G4HP54K64U178996 |
| 2005 BUICK LESABRE | 1G4HP52K84U169753 |
| 2005 CHEVY SUBURBAN | 1GNGK26U05R172568 |
| 2005 CHEVY SUBURBAN | 1GNGK26U35R172807 |
| 2005 CHEVY SUBURBAN | 1GNGK26U45R174596 |
| 2005 CHEVY SUBURBAN | 1GNGK26U05R175437 |
| 2005 CHEVY SUBURBAN | 1GNGK26U25R174497 |
| 2005 CHEVY SUBURBAN | 1GNGK26U15R176614 |
| 2005 CHEVY MALIBU | 1G1ZS528X5F196351 |
| 2005 CHEVY MALIBU | 1G1ZS52895F196261 |
| 2005 CHEVY MALIBU | 1G1ZS52805F196326 |
| 2005 CHEVY COLORADO 4X4 | 1GCDT196758184299 |
| 2005 CHEVY COLORADO 4X4 | 1GCDT196058184287 |
| 2005 CHEVY COLORADO 4X4 | 1GCDT196358184493 |
| 2005 CHEVY COLORADO 4X4 | 1GCDT196258184940 |
| 2005 DODGE RAM D250 4X4 | 3D7KS26D25G771092 |
| 2005 CHEVY ASTRO | 1GNEL19X25B116497 |
| 2005 CHEVY ASTRO | 1GNEL19X55B116543 |
| 2005 CHEVY ASTRO | 1GNEL19X85B116407 |

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| 2005 CHEVY ASTRO | 1GNEL19X55B116574 |
| 2005 CHEVY ASTRO | 1GNEL19X15B116698 |
| 2005 CHEVY ASTRO | 1GNEL19X45B116565 |
| 2005 CHEVY ASTRO | 1GNEL19X75B116706 |
| 2005 CHEVY ASTRO | 1GNEL19X05B116918 |
| 2005 CHEVY ASTROVAN | 1GNEL19X95B116559 |
| 2005 CHEVY ASTROVAN | 1GNEL19X55B116736 |
| 2005 CHEVY ASTROVAN | 1GNEL19X55B116624 |
| 2005 CHEVY ASTROVAN | 1GNEL19X95B116786 |
| 2005 CHEVY ASTROVAN | 1GNEL19X15B116524 |
| 2005 CHEVY ASTROVAN | 1GNEL19X75B117287 |
| 2005 CHEVY ASTROVAN | 1GNEL19XX5B117283 |
| 2005 CHEVY 1500 4X4 | 1GCEK19T45E210694 |
| 2005 CHEVY 1500 4X4 | 1GCEK19T45E209738 |
| 2005 CHEVY 1500 4X4 | 1GCEK19T65E211099 |
| 2005 CHEVY 2500 4X4 | 1GCHK29UX5E208122 |
| 2005 CHEVY 2500 4X4 | 1GCHK29U85E205140 |
| 2005 CHEVY 2500 4X4 | 1GCHK29U05E208887 |
| 2005 CHEVY 2500 4X4 | 1GCHK29U35E205000 |
| 2005 CHEVY 2500 4X4 | 1GCHK29UX5E208623 |
| 2005 CHEVY 2500 4X4 | 1GCHK29U45E206883 |
| 2005 CHEVY 2500 4X4 | 1GCHK29U85E205736 |
| 2005 CHEVY 2500 4X4 | 1GCHK29UX5E204636 |
| 2005 CHEVY 2500 4X4 | 1GCHK29U55E205029 |
| 2005 CHEVY 2500 4X4 | 1GCHK29U25E205120 |
| 2005 CHEVY 2500 4X4 | 1GCHK29U65E204620 |
| 2005 CHEVY TRAIL BLAZER | 1GNET16M856152973 |

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| 2005 CHEVY TRAIL BLAZER | 1GNET16M756153371 |
| 2005 CHEVY TRAIL BLAZER | 1GNET16M856153489 |
| 2005 CHEVY TRAIL BLAZER | 1GNET16M656154429 |
| 2005 CHEVY TRAIL BLAZER | 1GNET16M256154119 |
| 2005 CHEVY TRAIL BLAZER | 1GNET16M956153422 |
| 2005 CHEVY TRAIL BLAZER | 1GNET16M756153483 |
| 2005 CHEVY TRAIL BLAZER | 1GNET16M656153099 |
| 2005 CHEVY TRAILBLAZER | 1GNET16M656156004 |
| 2005 CHEVY TRAIL BLAZER | 1GNET16M556155801 |
| 2005 CHEVY TRAIL BLAZER | 1GNET16M456156132 |
| 2005 CHEVY TRAILBLAZER | 1GNET16M656155659 |
| 2005 CHEVY SUBURBAN 1/2 | 1GNFK16Z55J177507 |

| Costs Funded | Payment Rate | 16 Payments | Level Payment | Lease Factor | Average Life |
|---|---|---|---|---|---|
| $1,440,855.00 | 4.040% | 4 per year | $97,978.67 | .06800 | 2.18 years |
| | Closing Fees | | | | 26.2 months |
| | $0.00 | Commencement: May 27, 2005 | | | |
| | | Closing Date: May 27, 2005 | | | |

| Pmt | Total Payment Due | Interest Payment Due | Principal Payment Due | After Payment Principal Balance | After Payment Termination Value | Payment Due Date |
|---|---|---|---|---|---|---|
| | $0.00 | | $0.00 | $1,440,855.00 | | May 27, 2005 |
| 1 | $97,978.67 | $14,552.64 | $83,426.04 | $1,357,428.96 | $1,357,428.96 | Aug 27, 2005 |
| 2 | $97,978.67 | $13,710.03 | $84,268.64 | $1,273,160.32 | $1,273,160.33 | Nov 27, 2005 |
| 3 | $97,978.67 | $12,858.92 | $85,119.75 | $1,188,040.57 | $1,188,040.57 | Feb 27, 2006 |
| 4 | $97,978.67 | $11,999.21 | $85,979.46 | $1,102,061.11 | $1,102,061.11 | May 27, 2006 |
| 5 | $97,978.67 | $11,130.82 | $86,847.85 | $1,015,213.25 | $1,015,213.26 | Aug 27, 2006 |
| 6 | $97,978.67 | $10,253.65 | $87,725.02 | $927,488.24 | $927,488.24 | Nov 27, 2006 |
| 7 | $97,978.67 | $9,367.63 | $88,611.04 | $838,877.20 | $838,877.20 | Feb 27, 2007 |
| 8 | $97,978.67 | $8,472.66 | $89,506.01 | $749,371.18 | $749,371.18 | May 27, 2007 |
| 9 | $97,978.67 | $7,568.65 | $90,410.02 | $658,961.16 | $658,961.16 | Aug 27, 2007 |
| 10 | $97,978.67 | $6,655.51 | $91,323.16 | $567,638.00 | $567,638.00 | Nov 27, 2007 |
| 11 | $97,978.67 | $5,733.14 | $92,245.53 | $475,392.47 | $475,392.47 | Feb 27, 2008 |
| 12 | $97,978.67 | $4,801.46 | $93,177.21 | $382,215.26 | $382,215.26 | May 27, 2008 |
| 13 | $97,978.67 | $3,860.37 | $94,118.30 | $288,096.96 | $288,096.96 | Aug 27, 2008 |
| 14 | $97,978.67 | $2,909.78 | $95,068.89 | $193,028.07 | $193,028.07 | Nov 27, 2008 |
| 15 | $97,978.67 | $1,949.58 | $96,029.09 | $96,998.98 | $96,998.98 | Feb 27, 2009 |
| 16 | $97,978.67 | $979.69 | $96,998.98 | $0.00 | $1.00 | May 27, 2009 |